

<i>SERFF Tracking Number:</i>	<i>LCNC-127119340</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Lincoln National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>48603</i>
<i>Company Tracking Number:</i>	<i>30070-B-CD (8-11)</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>O Share</i>		
<i>Project Name/Number:</i>	<i>O Share/30070-B-CD (8-11)</i>		

## Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: O Share

SERFF Tr Num: LCNC-127119340 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num: 48603

Variable and Variable

Closed

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: 30070-B-CD (8-11)

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Sue Pape, Anabela

Disposition Date: 05/03/2011

Tavares

Date Submitted: 04/27/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: O Share

Status of Filing in Domicile: Pending

Project Number: 30070-B-CD (8-11)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 05/03/2011

State Status Changed: 05/03/2011

Deemer Date:

Created By: Anabela Tavares

Submitted By: Sue Pape

Corresponding Filing Tracking Number:

Filing Description:

The Lincoln National Life Insurance Company

NAIC #: 020 – 65676 FEIN#: 35-0472300

Re: NEW SUBMISSION

30070-B-CD (8-11) Individual Variable Annuity Contract Specification Pages

SERFF Tracking Number: LCNC-127119340 State: Arkansas  
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 48603  
Company Tracking Number: 30070-B-CD (8-11)  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: O Share  
Project Name/Number: O Share/30070-B-CD (8-11)

We submit the above noted form for your review and approval. This form is new and does not replace any other forms previously approved by your Department. The form does not contain any unusual or controversial items from normal company or industry standards, and is intended to comply with the laws, rules, bulletins and published guidelines applicable to this form. The enclosed form is submitted in final printed format and is subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

This form is exempt from readability requirements because it is registered as securities under federal law.

We provide the following description for the enclosed form:

30070-B-CD (8-11) - Individual Variable Annuity Contract Specification Pages  
Contract Specification pages 30070-B-CD (8-11) is submitted for use with previously approved Individual Variable Annuity Contract form 30070-B which was approved by your jurisdiction on May 25, 2001. This form will be available for new issues only. The issue ages are 0 – 85 inclusive. Bracketed language may vary as noted in the enclosed Statement of Variability based on the plan being issued.

Bracketed language is variable language and is completed in John Doe fashion. We confirm that the brackets will not actually appear on the form at issue. It is our understanding that changes to the bracketed items for new issues will not necessitate a new filing of this form. Please note that no change in the variable areas will be made which will be in conflict with the laws, rules and regulations of your state. In addition, no change in variability will be made which in any way expands the scope of the item being changed. The use of variability in the enclosed form will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Thank you for your attention to this filing. Please do not hesitate to contact me if you require any additional information that may assist with your review.

## Company and Contact

### Filing Contact Information

Sue Pape, Contract Analyst Sue.Pape@lfg.com  
350 Church Street 860-466-1492 [Phone]  
MPM1 860-466-1348 [FAX]  
Hartford, CT 06103-1106

### Filing Company Information

The Lincoln National Life Insurance Company	CoCode: 65676	State of Domicile: Indiana
350 Church Street - MPM1	Group Code: 20	Company Type: Life
Hartford, CT 06103-1106	Group Name:	State ID Number:

SERFF Tracking Number: LCNC-127119340 State: Arkansas  
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TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: O Share  
Project Name/Number: O Share/30070-B-CD (8-11)  
(860) 466-2899 ext. [Phone] FEIN Number: 35-0472300  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lincoln National Life Insurance Company	\$50.00	04/27/2011	47013122

SERFF Tracking Number:	LCNC-127119340	State:	Arkansas
Filing Company:	The Lincoln National Life Insurance Company	State Tracking Number:	48603
Company Tracking Number:	30070-B-CD (8-11)		
TOI:	A02.11 Individual Annuities- Deferred Non-Variable and Variable	Sub-TOI:	A02.11.002 Flexible Premium
Product Name:	O Share		
Project Name/Number:	O Share/30070-B-CD (8-11)		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/03/2011	05/03/2011

<i>SERFF Tracking Number:</i>	<i>LCNC-127119340</i>	<i>State:</i>	<i>Arkansas</i>
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<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>O Share</i>		
<i>Project Name/Number:</i>	<i>O Share/30070-B-CD (8-11)</i>		

## Disposition

Disposition Date: 05/03/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LCNC-127119340 State: Arkansas

Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 48603

Company Tracking Number: 30070-B-CD (8-11)

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: O Share

Project Name/Number: O Share/30070-B-CD (8-11)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability and Annotated Copy of Form		Yes
Supporting Document	Certification of Compliance - Rule and Regulation 19		Yes
Form	Contract Specifications		Yes

SERFF Tracking Number: LCNC-127119340 State: Arkansas

Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 48603

Company Tracking Number: 30070-B-CD (8-11)

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable

Product Name: O Share

Project Name/Number: O Share/30070-B-CD (8-11)

## Form Schedule

### Lead Form Number: 30070-B-CD (8-11)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	30070-B-CD (8-11)	Schedule Pages	Contract Specifications	Initial		0.000	30070-B-CD (8-11).pdf

# CONTRACT SPECIFICATIONS

**Contract Number:** [0123456]  
**Annuitant:** [John Doe]  
**Age at Issue:** [35]  
**Contract Date:** [September 1, 2011]  
**Initial Purchase Payment:** [\$25,000]  
**Maturity Date:** [September 1, 2066]  
**Owner(s):** [John Doe]  
**Beneficiary Designation:** Refer to the Client Information Profile  
**Death Benefit on Contract Date:** [Guarantee of Principal]

## PURCHASE PAYMENT AND ALLOCATION REQUIREMENTS:

**Minimum Subsequent Purchase Payment Transmitted Electronically:** [\$25]  
**Minimum Subsequent Purchase Payment Transmitted Other Than Electronically:** [\$100]  
**Minimum Allocation to Any One Variable Subaccount:** [\$20]  
**[Minimum Allocation to Any Fixed Subaccount: [\$2,000] ]**  
**[Minimum Allocation to the DCA Fixed Account: [\$1,500] ]**

## ACCOUNT FEE:

The Account Fee is [\$50] per Contract Year. [The Account Fee will be deducted on the first Valuation Date following the last day of each Contract Year. If the Contract is surrendered prior to the last day of a Contract Year, the full Account Fee will be deducted upon the surrender. The Account Fee will be deducted from each Variable Subaccount and any Fixed Subaccount on a pro-rata basis. The Account Fee will be waived for any Contract Year in which the Contract Value (may also be referred to as Account Value throughout the Contract) equals or exceeds [\$50,000] as of the Valuation Date on which the Account Fee would otherwise be deducted. The Account Fee will be waived after [15] Contract Years. The Account Fee will also be waived on and after the Annuity Commencement Date.]

## PREMIUM BASED CHARGE:

[Each Purchase Payment allocated to the Contract is subject to a Premium Based Charge (PBC). The PBC is calculated separately for each Purchase Payment and is deducted quarterly over a [7] year period (PBC Period). Each Purchase Payment is subject to a separate PBC Period. If the Contract is fully surrendered prior to the end of any PBC Period, any remaining PBC for all Purchase Payments will be deducted from the Surrender Value. Upon a withdrawal, a portion of any remaining PBC for all Purchase Payments may be deducted from the Contract Value at the time of withdrawal, as described herein.

**Quarterly Contract Anniversary:** Each successive 3-month anniversary of the Contract Date.

**PBC Period:** With respect to each Purchase Payment, the [28] Quarterly Contract Anniversaries beginning on or immediately after the date the Purchase Payment is allocated to the Contract (a total of [7] years).



**Calculation of Premium Based Charge (PBC):** The PBC applicable to each Purchase Payment is equal to (a) multiplied by (b), then multiplied by (c), where:

- (a) is the amount of the current Purchase Payment;
- (b) is the applicable PBC Percentage per quarter shown in the table below; and
- (c) is [28].

The initial quarterly PBC for each Purchase Payment is equal to (a) multiplied by (b), as described above.

**Premium Based Charge (PBC) Schedule:**

Total Purchase Payment Amount	PBC Percentage per quarter	Annual Equivalent of PBC Percentage
[Less than \$50,000	[0.1750%	[0.70%
\$50,000 or more, but less than \$100,000	0.1600%	0.64%
\$100,000 or more, but less than \$250,000	0.1250%	0.50%
\$250,000 or more, but less than \$500,000	0.0875%	0.35%
\$500,000 or more, but less than \$1,000,000	0.0625%	0.25%
\$1,000,000 or more]	0.0375%]	0.15%]

**Determining PBC Percentage:** In accordance with our procedures, for each Purchase Payment received, the PBC Percentage is determined based on the total Purchase Payments received through the date of the current Purchase Payment, including the full amount of the current Purchase Payment. Once the PBC Percentage is determined for a Purchase Payment, such percentage is fixed and will not be reduced, even if additional Purchase Payments are made or withdrawals are taken.

**Deduction of Premium Based Charge (PBC):** During any PBC Period, the quarterly PBC will be deducted from the Contract Value on the first Valuation Date on or after each Quarterly Contract Anniversary.

If, on any Quarterly Contract Anniversary, the Contract Value equals zero prior to the deduction of any charges or fees, any remaining PBC will be waived.

**Premium Based Charge (PBC) Upon Full Surrender:** The Surrender Value as defined in the Contract or in any rider attached to the Contract will be reduced by the amount of any remaining PBC for all Purchase Payments as of the date of surrender.

**Premium Based Charge (PBC) Upon Withdrawal:** A portion of any remaining PBC for all Purchase Payments will be deducted from the Contract Value at the time of withdrawal if total withdrawals in any Contract Year exceed the PBC Free Withdrawal Amount described in the Annual PBC Free Withdrawal Amount provision.

Prior to the [7<sup>th</sup>] anniversary of the Contract Date, this deduction is equal to (a) divided by (b), then multiplied by (c), where:

- (a) is the withdrawal amount above the PBC Free Withdrawal Amount;
- (b) is equal to (i) minus (ii), where:
  - (i) is the sum of all Purchase Payments still within the PBC Period; and
  - (ii) is the sum of all withdrawals above the PBC Free Withdrawal Amount; and
- (c) is equal to the amount of any of the remaining PBC for all Purchase Payments.

On or after the [7<sup>th</sup>] anniversary of the Contract Date, item (b) in the calculation above will be equal to the sum of all Purchase Payments still within the PBC Period.

If this deduction is taken, the dollar amount of each remaining quarterly PBC deduction will be reduced by the ratio of (a) divided by (b) above for the remainder of the PBC Period.

This deduction from the Contract Value at the time of withdrawal and the corresponding reduction of the remaining quarterly PBC deductions will not apply to the following:

- a. Any withdrawals of Contract Value during a Contract Year to the extent that the total Contract Value withdrawn during the current Contract Year does not exceed the Annual PBC Free Withdrawal Amount described below.
- b. Any conforming withdrawals or periodic income payments under the provisions of any living benefit rider attached to the Contract.
- c. Any long-term care benefit payments under the provisions of any long-term care benefit rider attached to the Contract.
- d. A surrender or withdrawal as a result of the “permanent and total disability” of the original Owner, as defined in section 22(e) of the Code. Permanent and total disability must occur subsequent to the Contract Date and prior to the 65<sup>th</sup> birthday of the disabled Owner.
- e. A surrender or withdrawal as a result of the diagnosis of a terminal illness of the original Owner. Diagnosis of the terminal illness must be subsequent to the Contract Date and result in a life expectancy of less than 12 months, as determined by a qualified professional medical practitioner.
- f. A surrender or withdrawal as a result of the admittance of the original Owner into an accredited nursing home or equivalent health care facility. Admittance in such a facility must be subsequent to the Contract Date and continue for 90 consecutive days prior to the surrender or withdrawal.
- g. A surrender or withdrawal as a result of the death of the Owner or Annuitant, provided the Annuitant has not been changed for any reason other than the death of a prior named Annuitant, unless a surviving spouse assumes ownership.
- h. Any portion of the Contract that is annuitized.

If any withdrawal (other than the exceptions noted above) would cause the remaining Surrender Value after the withdrawal to be less than the remaining PBC for all Purchase Payments, the withdrawal will be reduced by the amount necessary to deduct the remaining PBC and the Contract will terminate.

**Annual PBC Free Withdrawal Amount:** Prior to the [7<sup>th</sup>] anniversary of the Contract Date, the PBC Free Withdrawal Amount available in any Contract Year is equal to the Free Withdrawal Amount used in the calculation of the CDSC.

On or after the [7<sup>th</sup>] anniversary of the Contract Date, the PBC Free Withdrawal Amount available in any Contract Year is the greater of the Free Withdrawal Amount used in the calculation of the CDSC or the sum of (a) plus (b), where:

- (a) is the sum of all Purchase Payments outside of their PBC Period, reduced by withdrawals on a “first in-first out” (FIFO) basis; and
- (b) is any Earnings.

**Waiver of Premium Based Charge (PBC):** Any remaining PBC will be waived in the following situations:

- a. A surrender as a result of the death of the Owner or Annuitant, provided the Annuitant has not been changed for any reason other than the death of a prior named Annuitant. This waiver does not apply if a surviving spouse assumes ownership.
- b. The full annuitization of the Contract, other than election of income under any variable annuity payment option rider attached to the Contract. ]

**VARIABLE ACCOUNT:**

[Lincoln Life Variable Annuity Account N]

**[FIXED ACCOUNT:****Minimum Guaranteed Interest Rate:**

Contract Years 1 through [6]: [1.75%]

Contract Years [7] and later: [3.00%]

**[The Fixed Subaccounts are:**

[1 - YEAR INITIAL GUARANTEED PERIOD]  
[2 - YEAR INITIAL GUARANTEED PERIOD]  
[3 - YEAR INITIAL GUARANTEED PERIOD]  
[4 - YEAR INITIAL GUARANTEED PERIOD]  
[5 - YEAR INITIAL GUARANTEED PERIOD]  
[6 - YEAR INITIAL GUARANTEED PERIOD]  
[7 - YEAR INITIAL GUARANTEED PERIOD]  
[8 - YEAR INITIAL GUARANTEED PERIOD]  
[9 - YEAR INITIAL GUARANTEED PERIOD]  
[10 - YEAR INITIAL GUARANTEED PERIOD]

**MORTALITY AND EXPENSE RISK AND ADMINISTRATIVE CHARGE PRIOR TO THE ANNUITY COMMENCEMENT DATE:**

We assess a daily charge equal on an annual basis to the percentages shown of the average daily net asset value of each Variable Subaccount.

If, on the Contract Date, one of the below listed Death Benefit Option(s) has been selected, the Mortality and Expense Risk and Administrative Charge will be as indicated for the Death Benefit Option selected.

**Death Benefit Option(s):****Charge:**

[- Contract Value Death Benefit:	0.80%]
[- Guarantee of Principal Death Benefit:	0.85%]
[- Enhanced Guaranteed Minimum Death Benefit:	1.10%]
[- Estate Enhancement Death Benefit:	1.30%]

**MORTALITY AND EXPENSE RISK AND ADMINISTRATIVE CHARGE ON OR AFTER THE ANNUITY COMMENCEMENT DATE:** [0.80%]**TRANSFER REQUIREMENTS PRIOR TO THE ANNUITY COMMENCEMENT DATE:**

Transfers cannot be made during the first [30] days.

The amount being transferred may not exceed LNL's maximum amount limit then in effect.

LNL reserves the right to require a [30] day minimum time period between each transfer.

**Maximum Number of Transfers:** [12] per Contract Year, excluding automatic DCA transfers. Transfers in excess of [12] per Contract Year must be authorized by LNL.

**Variable Account:**

**Minimum Single Transfer Amount from a Variable Subaccount:** The lesser of 1) [\$300]; or 2) the remaining amount in the Variable Subaccount.

**Minimum Transfer Amount to a Variable Subaccount:** [\$300]

**[Fixed Account:]**

**[Minimum Single Transfer Amount to a Fixed Subaccount:** [\$2,000] ]

**[Minimum Single Transfer Amount to the DCA Fixed Account:** [\$2,000] ]

**[Minimum Single Transfer Amount from any Fixed Subaccount:** The lesser of 1) [\$300]; or 2) the remaining amount in the Fixed Subaccount. ]

**[Minimum Single Transfer Amount from the DCA Fixed Account:** The lesser of 1) [\$300]; or 2) the remaining amount in the DCA Fixed Account. This restriction does not apply to automatic DCA transfers. ]

**[Maximum Percentage Available for Transfer from any Fixed Subaccount:** For transfers on a date other than the Expiration Date of a Guaranteed Period, the sum of the percentages transferred from any Fixed Subaccount in any Contract Year, where the percentages are based upon the value of the Fixed Subaccount at the time of the current withdrawal, will be limited to [25%] of the value of the Fixed Subaccount. Such transfers will be subject to an Interest Adjustment.]

**WITHDRAWAL AND SURRENDER REQUIREMENTS:**

**Minimum Partial Withdrawal Amount:** [\$300]

**Contingent Deferred Sales Charge (CDSC):** [Withdrawals and/or surrenders will be subject to the CDSC. The CDSC is calculated separately for each Purchase Payment to which a charge applies. However, the Owner may withdraw up to the Free Withdrawal Amount during a Contract Year without incurring a CDSC. The remaining value will be subject to the CDSC.

CDSC applies as follows:

Number of years since a Purchase Payment was <u>deposited</u>	CDSC as a percentage of the surrendered or withdrawn <u>Purchase Payment</u>
[None	[1.0%
At Least 1+]	0.0%]

**Waiver of Contingent Deferred Sales Charge (CDSC):** The withdrawal of a portion of the Contract Value or the surrender of this Contract prior to the Annuity Commencement Date may be subject to a CDSC, except that such charges do not apply to the following:

- a. Each withdrawal of the Free Withdrawal Amount.
- b. A surrender or withdrawal as a result of the “permanent and total disability” of the original Owner, as defined in section 22(e) of the Code. Permanent and total disability must occur subsequent to the Contract Date and prior to the 65<sup>th</sup> birthday of the disabled Owner.
- c. A surrender or withdrawal as a result of the diagnosis of a terminal illness of the original Owner. Diagnosis of the terminal illness must be subsequent to the Contract Date and result in a life expectancy of less than 12 months, as determined by a qualified professional medical practitioner.
- d. A surrender or withdrawal as a result of the admittance of the original Owner into an accredited nursing home or equivalent health care facility. Admittance in such a facility must be subsequent to the Contract Date and continue for 90 consecutive days prior to the surrender or withdrawal.
- e. A surrender or withdrawal as a result of the death of the Owner or Annuitant, provided the Annuitant has not been changed for any reason other than the death of a prior named Annuitant. This waiver does not apply if a surviving spouse assumes ownership.
- f. The annuitization of the Contract.

If a non-natural person is the Owner of the Contract, the Annuitant or Joint Annuitant will be considered the Owner of the Contract for purposes of this provision.

**Annual Free Withdrawal Amount:** The Free Withdrawal Amount available in any Contract Year is the greater of:

- a. [10%] of the Contract Value, where the percentages are based upon the Contract Value at the time of the current withdrawal, to the extent that, during a Contract Year, the sum of the percentages of the Contract Value withdrawn does not exceed this [10%] maximum; or
- b. [10%] of the total Purchase Payments, where the percentages are based upon the total Purchase Payments to the Contract at the time of the current withdrawal, to the extent that the sum of the percentages of the Purchase Payments withdrawn does not exceed this [10%] maximum.

The Free Withdrawal Amount does not apply to a surrender of this Contract.

For purposes of calculating the CDSC on withdrawals, LNL assumes that:

- a. The Free Withdrawal Amount will be withdrawn from Purchase Payments on a “first in-first out” (FIFO) basis.
- b. Prior to the [1st] anniversary of the Contract Date, any amount withdrawn above the Free Withdrawal Amount during a Contract Year will be withdrawn in the following order:
  - 1. from Purchase Payments (FIFO) until exhausted; then
  - 2. from Earnings until exhausted.
- c. On or after the [1st] anniversary of the Contract Date, any amount withdrawn above the Free Withdrawal Amount during the Contract Year will be withdrawn in the following order:
  - 1. from Purchase Payments (FIFO) to which a CDSC no longer applies until exhausted; then
  - 2. from Purchase Payments (FIFO) to which a CDSC still applies until exhausted; then
  - 3. from Earnings until exhausted.]

**DEATH BENEFIT REQUIREMENTS PRIOR TO THE ANNUITY COMMENCEMENT DATE:**

The Owner may select a Death Benefit Option to be effective as of the Contract Date. If no Death Benefit Option is selected, the Guarantee of Principal Death Benefit will be the Death Benefit Option effective as of the Contract Date.

**ANNUITY PAYMENT REQUIREMENTS:****Determination of the First Annuity Payment Date:**

For 100% Fixed Annuity Payment, the Annuity Payment Date must be at least 30 days after the Annuity Commencement Date. If any portion of the annuity payment will be on a variable basis, the Annuity Payment Date will be 14 days after the Annuity Commencement Date. The Annuity Unit value, if applicable, and Contract Value used to effect annuity payments will be determined as of the Annuity Commencement Date.

**Minimum Annuity Payment Amount:** [\$50]

**Minimum Guaranteed Interest Rate for the Fixed Annuity Payment:** [3.0%]

**Assumed Investment Rate for the Variable Annuity Payment:** [Between 3% and 6%]

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	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>O Share</i>		
<i>Project Name/Number:</i>	<i>O Share/30070-B-CD (8-11)</i>		

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Statement of Variability and Annotated Copy of Form	
<b>Comments:</b>		
<b>Attachments:</b>		
NW SOV - 30070-B-CD (8-11).pdf		
Annotated 30070-B-CD (8-11).pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Certification of Compliance - Rule and Regulation 19	
<b>Comments:</b>		
<b>Attachment:</b>		
Arkansas Reg. 19.pdf		

## **Statement of Variability**

**The Lincoln National Life Insurance Company**

**April 27, 2011**

### **Form Number(s)**

**30070-B-CD (8-11) – Individual Variable Annuity Insert Contract Specification Pages**

**This statement shows the particular sections and provisions in the above noted form that contain bracketed items to indicate variability. The variable items are bracketed and followed by a text box with the corresponding range of variability and an explanation for each. No change in variability will be made which in any way expands the scope of the item being changed.**

**Variable items listed herein may be changed by the Company for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.**

**Any combination of variables used for new issues will comply with the nonforfeiture laws of the jurisdiction in which the contract was issued.**

**Factors that may result in a change within the ranges of variability include but are not limited to reserving guidelines, required capital guidelines, internal profit targets, cost of benefit hedging, expectations of contractholder behavior and commission expenses.**

**Any bracketed item not explained on the following pages is considered specific to the contractholder on the Contract Date.**



## ANNOTATION A

**Death Benefit on Contract Date:** [Guarantee of Principal]

Reflects the owner's election among the four available Death Benefit Options shown later in this form. All four are available to all customers as described in the prospectus. Customers, with the assistance of their financial advisor, are to elect the death benefit option that provides suitable death benefit protection, given the varying M&E cost associated with each option.

Variable Range: The available Death Benefit Options are Contract Value, Guarantee of Principal, Enhanced Guaranteed Minimum Death Benefit, and Estate Enhancement Death Benefit. If the Owner does not select a Death Benefit Option, the default is Guarantee of Principal.

## ANNOTATION B

### **PURCHASE PAYMENT AND ALLOCATION REQUIREMENTS:**

**Minimum Subsequent Purchase Payment Transmitted Electronically:** [\$25]

Reflects the minimum additional Purchase Payment the Company will accept via Electronic Funds Transfer.

Variable Range: The minimum limit will not exceed \$50.

**Minimum Subsequent Purchase Payment Transmitted Other Than Electronically:** [\$100]

Reflects the minimum additional Purchase Payment the Company will accept by check.

Variable Range: The minimum limit will not exceed \$150.

**Minimum Allocation to Any One Variable Subaccount:** [\$20]

Reflects the minimum allocation the Company will apply to any one particular Variable Subaccount.

Variable Range: The minimum allocation will not exceed \$80.

**[Minimum Allocation to Any Fixed Subaccount: [\$2,000] ]**

Reflects the minimum allocation the Company will apply to any Fixed Subaccount.

Variable Range: The minimum allocation will not exceed \$3,500. Bracketed language will not print if Fixed Subaccounts are not applicable to the contract being issued.

**[Minimum Allocation to the DCA Fixed Account: [\$1,500] ]**

Reflects the minimum allocation the Company will apply to the DCA Fixed Account.

Variable Range: The minimum allocation will not exceed \$3,500. Bracketed language will not print if DCA Fixed Account is not applicable to the contract being issued.

## ANNOTATION C

### **ACCOUNT FEE:**

The Account Fee is [\$50] per Contract Year. [The Account Fee will be deducted on the first Valuation Date following the last day of each Contract Year. If the Contract is surrendered prior to the last day of a Contract Year, the full Account Fee will be deducted upon the surrender. The Account Fee will be deducted from each Variable Subaccount and any Fixed Subaccount on a pro-rata basis. The Account Fee will be waived for any Contract Year in which the Contract Value (may also be referred to as Account Value throughout the Contract) equals or exceeds [\$50,000.00] as of the Valuation Date on which the Account Fee would otherwise be deducted. The Account Fee will be waived after [15] Contract Years. The Account Fee will also be waived on and after the Annuity Commencement Date.]

Reflects the Account Fee applicable to the contract being issued.

Variable Range: The fee amount will not exceed \$50. The amount at which the fee will be waived will not exceed \$150,000. The period after which the fee will be waived will not exceed 20 years. Bracketed language will not print if the Account fee for the contract being issued is \$0.

#### ANNOTATION D

##### **PREMIUM BASED CHARGE:**

[Each Purchase Payment allocated to the Contract is subject to a Premium Based Charge (PBC). The PBC is calculated separately for each Purchase Payment and is deducted quarterly over a [7] year period (PBC Period). Each Purchase Payment is subject to a separate PBC Period. If the Contract is fully surrendered prior to the end of any PBC Period, any remaining PBC for all Purchase Payments will be deducted from the Surrender Value. Upon a withdrawal, a portion of any remaining PBC for all Purchase Payments may be deducted from the Contract Value at the time of withdrawal, as described herein.]

Reflects the Premium Based Charge description applicable to the contract being issued.

Variable Range: The PBC Period will not exceed 9 years. If a Premium Based Charge does not apply to the contract being issued, "None" will print instead of the bracketed provisions beginning with "Premium Based Charge" on page 3.0 through and including "Waiver of Premium Based Charge" on page 3.2.

#### ANNOTATION E

**PBC Period:** With respect to each Purchase Payment, the [28] Quarterly Contract Anniversaries beginning on or immediately after the date the Purchase Payment is allocated to the Contract (a total of [7] years).]

Variable Range: The PBC Period will not exceed 36 Quarterly Contract Anniversaries (a total of 9 years).

#### ANNOTATION F

**Calculation of Premium Based Charge (PBC):** The PBC applicable to each Purchase Payment is equal to (a) multiplied by (b), then multiplied by (c), where:

- (a) is the amount of the current Purchase Payment;
- (b) is the applicable PBC Percentage per quarter shown in the table below; and
- (c) is [28].

Reflects the number of Quarterly Contract Anniversaries the Premium Based Charge is payable, for purposes of calculating the total charge due.

Variable Range: Item (c) will not exceed 36.

#### ANNOTATION G

##### **Premium Based Charge (PBC) Schedule:**

Total Purchase Payment Amount	PBC Percentage per quarter	Annual Equivalent of PBC Percentage
[Less than \$50,000]	[0.1750%]	[0.70%]
\$50,000 or more, but less than \$100,000	0.1600%	0.64%
\$100,000 or more, but less than \$250,000	0.1250%	0.50%
\$250,000 or more, but less than \$500,000	0.0875%	0.35%
\$500,000 or more, but less than \$1,000,000	0.0625%	0.25%
\$1,000,000 or more]	0.0375%	0.15%

Variable Range: The charges and the breakpoints for receiving lower charges on additional marginal Purchase Payments are variable but the PBC Percentage per quarter will not exceed 0.50% and the Annual Equivalent will not exceed 2.00%.

#### ANNOTATION H

**Premium Based Charge (PBC) Upon Withdrawal:** A portion of any remaining PBC for all Purchase Payments will be deducted from the Contract Value at the time of withdrawal if total withdrawals in any Contract Year exceed the PBC Free Withdrawal Amount described in the Annual PBC Free Withdrawal Amount provision.

Prior to the [7<sup>th</sup>] anniversary of the Contract Date, this deduction is equal to (a) divided by (b), then multiplied by (c), where:

- (a) is the withdrawal amount above the PBC Free Withdrawal Amount;
- (b) is equal to (i) minus (ii), where:
  - (i) is the sum of all Purchase Payments still within the PBC Period; and
  - (ii) is the sum of all withdrawals above the PBC Free Withdrawal Amount; and
- (c) is equal to the amount of any of the remaining PBC for all Purchase Payments.

On or after the [7<sup>th</sup>] anniversary of the Contract Date, item (b) in the calculation above will be equal to the sum of all Purchase Payments still within the PBC Period.

Variable Range: The number of years the Premium Based Charge is in effect will not exceed 9 anniversaries of the Contract Date.

#### ANNOTATION I

**Annual PBC Free Withdrawal Amount:** Prior to the [7<sup>th</sup>] anniversary of the Contract Date, the PBC Free Withdrawal Amount available in any Contract Year is equal to the Free Withdrawal Amount used in the calculation of the CDSC.

On or after the [7<sup>th</sup>] anniversary of the Contract Date, the PBC Free Withdrawal Amount available in any Contract Year is the greater of the Free Withdrawal Amount used in the calculation of the CDSC or the sum of (a) plus (b), where:

- (a) is the sum of all Purchase Payments outside of their PBC Period, reduced by withdrawals on a “first in-first out” (FIFO) basis; and
- (b) is any Earnings.

Variable Range: The number of years the Premium Based Charge is in effect will not exceed 9 anniversaries of the Contract Date.

#### ANNOTATION J

##### **VARIABLE ACCOUNT:**

[Lincoln Life Variable Annuity Account N]

Reflects the separate account applicable to the contract being issued.

Variable Range: Currently marketed with Lincoln Life Variable Annuity Account N under the “ChoicePlus” brand and with Lincoln Life Variable Annuity Account H under the “American Legacy” brand. Both are registered separate accounts, and each product is sold by prospectus. Variability intended only for account name change.

#### ANNOTATION K

##### **[FIXED ACCOUNT:**

##### **Minimum Guaranteed Interest Rate:**

Contract Years 1 through [6]: [1.75%]

Contract Years [7] and later: [3.00%]

Variable Range: The minimum guaranteed interest rate will not be less than 1.50% and will not exceed 5.00%. The maximum number of Contract Years that the lower minimum guaranteed interest rate may be in effect will not exceed 10. Bracketed language will not print if the Fixed Account is not applicable to the contract being issued.

#### ANNOTATION L

**[The Fixed Subaccounts are:**

[ 1 - YEAR INITIAL GUARANTEED PERIOD]  
[ 2 - YEAR INITIAL GUARANTEED PERIOD]  
[ 3 - YEAR INITIAL GUARANTEED PERIOD]  
[ 4 - YEAR INITIAL GUARANTEED PERIOD]  
[ 5 - YEAR INITIAL GUARANTEED PERIOD]  
[ 6 - YEAR INITIAL GUARANTEED PERIOD]  
[ 7 - YEAR INITIAL GUARANTEED PERIOD]  
[ 8 - YEAR INITIAL GUARANTEED PERIOD]  
[ 9 - YEAR INITIAL GUARANTEED PERIOD]  
[ 10 - YEAR INITIAL GUARANTEED PERIOD ] ]

Reflects the Initial Guaranteed Period Fixed Subaccounts, if any, available on the Contract Date.

Variable Range: Variability intended to provide different guarantee periods. Bracketed language will not print if Fixed Subaccounts are not applicable to the contract being issued.

#### ANNOTATION M

**Death Benefit Option(s):**

**Charges:**

[ - Contract Value Death Benefit:	0.80%
[ - Guarantee of Principal Death Benefit:	0.85%
[ - Enhanced Guaranteed Minimum Death Benefit:	1.10%
[ - Estate Enhancement Death Benefit:	1.30%

Only those Death Benefit Options available to the Owner will be shown. After the Contract Date, the Owner may only switch to a Death Benefit Option with lower charges, unless the Owner has elected the Estate Enhancement Death Benefit, which is irrevocable.

Variable Range:

- (a) If the Contract Value Death Benefit option is elected by the Owner at issue, only that Death Benefit Option will be shown;
- (b) If the Guarantee of Principal Death Benefit is defaulted to or elected by the Owner at issue, only that Death Benefit Option and the Contract Value Death Benefit Option will be shown;
- (c) If the Enhanced Guaranteed Minimum Death Benefit is elected by the Owner at issue, only that Death Benefit Option and the Guarantee of Principal Death Benefit Option and the Contract Value Death Benefit Option will be shown;
- (d) If the Estate Enhancement Death Benefit is elected by the Owner at issue, only that Death Benefit Option will be shown.

The charge for any Death Benefit Option will not exceed 2.80%.

#### ANNOTATION N

**MORTALITY AND EXPENSE RISK AND ADMINISTRATIVE CHARGE ON OR AFTER THE ANNUITY**

**COMMENCEMENT DATE:** [0.80%]

Variable Range: The charge will not exceed 1.00%.

ANNOTATION O

**TRANSFER REQUIREMENTS PRIOR TO THE ANNUITY COMMENCEMENT DATE:**

Transfers cannot be made during the first [30] days.

The amount being transferred may not exceed LNL's maximum amount limit then in effect.

LNL reserves the right to require a [30] day minimum time period between each transfer.

Variable Range: The Company may limit transfer frequency to a stated period no greater than 90 days.

ANNOTATION P

**Maximum Number of Transfers:** [12] per Contract Year, excluding automatic DCA transfers. Transfers in excess of [12] per Contract Year must be authorized by LNL.

Variable Range: The Company may limit the number of transfers allowed to no less than 4 per Contract Year.

ANNOTATION Q

**Variable Account:**

**Minimum Single Transfer Amount from a Variable Subaccount:** The lesser of 1) [300]; or 2) the remaining amount in the Variable Subaccount.

**Minimum Transfer Amount to a Variable Subaccount:** [300]

Variable Range: The minimum transfer amount from or to a Variable Subaccount will not exceed \$3,500.

ANNOTATION R

**[Fixed Account:]**

**[Minimum Single Transfer Amount to a Fixed Subaccount:** [2,000] ]

**[Minimum Single Transfer Amount to the DCA Fixed Account:** [2,000] ]

**[Minimum Single Transfer Amount from any Fixed Subaccount:** The lesser of 1) [300]; or 2) the remaining amount in the Fixed Subaccount. ]

**[Minimum Single Transfer Amount from the DCA Fixed Account:** The lesser of 1) [300]; or 2) the remaining amount in the DCA Fixed Account. This restriction does not apply to automatic DCA transfers. ]

Variable Range: The minimum single transfer amount to or from any Fixed Subaccount or the DCA Fixed Account will not exceed \$3,500. Bracketed language as applicable will not print if Fixed Subaccounts and/or DCA Fixed Account are not applicable to the contract being issued.

**[Maximum Percentage Available for Transfer from any Fixed Subaccount:** For transfers on a date other than the Expiration Date of a Guaranteed Period, the sum of the percentages transferred from any Fixed Subaccount in any Contract Year, where the percentages are based upon the value of the Fixed Subaccount at the time of the current withdrawal, will be limited to [25%] of the value of the Fixed Subaccount. Such transfers will be subject to an Interest Adjustment. ]

Variable Range: The maximum percentage available will not exceed 100%. Bracketed language will not print if Fixed Subaccounts are not applicable to the contract being issued.

ANNOTATION S

**WITHDRAWAL AND SURRENDER REQUIREMENTS:**

**Minimum Partial Withdrawal Amount:** [\$300]

Variable Range: The minimum partial withdrawal amount will not exceed \$500.

**Contingent Deferred Sales Charge (CDSC):** [Withdrawals and/or surrenders will be subject to the CDSC. The CDSC is calculated separately for each Purchase Payment to which a charge applies. However, the Owner may withdraw up to the Free Withdrawal Amount during a Contract Year without incurring a CDSC. The remaining value will be subject to the CDSC.

CDSC applies as follows:

Number of years since a  
Purchase Payment was  
deposited

[None  
At Least 1+]

CDSC as a percentage of the  
surrendered or withdrawn  
Purchase Payment

[1.0%  
0.0%]

Variable Range: The number of years will not exceed 9. The CDSC percentage will not exceed 8%. If a CDSC does not apply to the contract being issued, "None" will print instead of the bracketed provisions beginning with "Contingent Deferred Sales Charge (CDSC)" on page 3.4 through "Annual Free Withdrawal Amount" on page 3.5.

ANNOTATION T

**Annual Free Withdrawal Amount:** The Free Withdrawal Amount available in any Contract Year is the greater of:

- a. [10%] of the Contract Value, where the percentages are based upon the Contract Value at the time of the current withdrawal, to the extent that, during a Contract Year, the sum of the percentages of the Contract Value withdrawn does not exceed this [10%] maximum; or
- b. [10%] of the total Purchase Payments, where the percentages are based upon the total Purchase Payments to the Contract at the time of the current withdrawal, to the extent that the sum of the percentages of the Purchase Payments withdrawn does not exceed this [10%] maximum.

Variable Range: The percentages above will not exceed 15%.

For purposes of calculating the CDSC on withdrawals, LNL assumes that:

- a. The Free Withdrawal Amount will be withdrawn from Purchase Payments on a "first in-first out" (FIFO) basis.
- b. Prior to the [1st] anniversary of the Contract Date, any amount withdrawn above the Free Withdrawal Amount during a Contract Year will be withdrawn in the following order:
  1. from Purchase Payments (FIFO) until exhausted; then
  2. from Earnings until exhausted.
- c. On or after the [1st] anniversary of the Contract Date, any amount withdrawn above the Free Withdrawal Amount during the Contract Year will be withdrawn in the following order:
  1. from Purchase Payments (FIFO) to which a CDSC no longer applies until exhausted; then
  2. from Purchase Payments (FIFO) to which a CDSC still applies until exhausted; then
  3. from Earnings until exhausted.]

Variable Range: The number of years the CDSC is in effect will not exceed 9 anniversaries of the Contract Date.

ANNOTATION U

**ANNUITY PAYMENT REQUIREMENTS:**

**Minimum Annuity Payment Amount:** [\$50]

Variable Range: The minimum modal annuity payment amount allowed will not exceed \$100.

**Minimum Guaranteed Interest Rate for the Fixed Annuity Payment:** [3.0%]

Variable Range: The minimum guaranteed interest rate will not be less than 1.5% and will not exceed 4.0%.

**Assumed Investment Rate for the Variable Annuity Payment:** [Between 3% and 6%]

Variable Range: The maximum assumed investment rate will not exceed 6%.

**CONTRACT SPECIFICATIONS**

**Contract Number:** [0123456]  
**Annuitant:** [John Doe]  
**Age at Issue:** [35]  
**Contract Date:** [September 1, 2011]  
**Initial Purchase Payment:** [\$25,000]  
**Maturity Date:** [September 1, 2066]  
**Owner(s):** [John Doe]  
**Beneficiary Designation:** Refer to the Client Information Profile

**A** **Death Benefit on Contract Date:** [Guarantee of Principal]

**B** **PURCHASE PAYMENT AND ALLOCATION REQUIREMENTS:**

**Minimum Subsequent Purchase Payment Transmitted Electronically:** [\$25]

**Minimum Subsequent Purchase Payment Transmitted Other Than Electronically:** [\$100]

**Minimum Allocation to Any One Variable Subaccount:** [\$20]

**[Minimum Allocation to Any Fixed Subaccount:** [\$2,000] ]

**[Minimum Allocation to the DCA Fixed Account:** [\$1,500] ]

**C** **ACCOUNT FEE:**

The Account Fee is [\$50] per Contract Year. [The Account Fee will be deducted on the first Valuation Date following the last day of each Contract Year. If the Contract is surrendered prior to the last day of a Contract Year, the full Account Fee will be deducted upon the surrender. The Account Fee will be deducted from each Variable Subaccount and any Fixed Subaccount on a pro-rata basis. The Account Fee will be waived for any Contract Year in which the Contract Value (may also be referred to as Account Value throughout the Contract) equals or exceeds [\$50,000] as of the Valuation Date on which the Account Fee would otherwise be deducted. The Account Fee will be waived after [15] Contract Years. The Account Fee will also be waived on and after the Annuity Commencement Date.]

**D** **PREMIUM BASED CHARGE:**

[Each Purchase Payment allocated to the Contract is subject to a Premium Based Charge (PBC). The PBC is calculated separately for each Purchase Payment and is deducted quarterly over a [7] year period (PBC Period). Each Purchase Payment is subject to a separate PBC Period. If the Contract is fully surrendered prior to the end of any PBC Period, any remaining PBC for all Purchase Payments will be deducted from the Surrender Value. Upon a withdrawal, a portion of any remaining PBC for all Purchase Payments may be deducted from the Contract Value at the time of withdrawal, as described herein.]

**Quarterly Contract Anniversary:** Each successive 3-month anniversary of the Contract Date.

**E** **PBC Period:** With respect to each Purchase Payment, the [28] Quarterly Contract Anniversaries beginning on or immediately after the date the Purchase Payment is allocated to the Contract (a total of [7] years).



- F Calculation of Premium Based Charge (PBC):** The PBC applicable to each Purchase Payment is equal to (a) multiplied by (b), then multiplied by (c), where:
- (a) is the amount of the current Purchase Payment;
  - (b) is the applicable PBC Percentage per quarter shown in the table below; and
  - (c) is [28].

The initial quarterly PBC for each Purchase Payment is equal to (a) multiplied by (b), as described above.

**G Premium Based Charge (PBC) Schedule:**

Total Purchase Payment Amount	PBC Percentage per quarter	Annual Equivalent of PBC Percentage
[Less than \$50,000]	[0.1750%	[0.70%
\$50,000 or more, but less than \$100,000	0.1600%	0.64%
\$100,000 or more, but less than \$250,000	0.1250%	0.50%
\$250,000 or more, but less than \$500,000	0.0875%	0.35%
\$500,000 or more, but less than \$1,000,000	0.0625%	0.25%
\$1,000,000 or more]	0.0375%]	0.15%]

**Determining PBC Percentage:** In accordance with our procedures, for each Purchase Payment received, the PBC Percentage is determined based on the total Purchase Payments received through the date of the current Purchase Payment, including the full amount of the current Purchase Payment. Once the PBC Percentage is determined for a Purchase Payment, such percentage is fixed and will not be reduced, even if additional Purchase Payments are made or withdrawals are taken.

**Deduction of Premium Based Charge (PBC):** During any PBC Period, the quarterly PBC will be deducted from the Contract Value on the first Valuation Date on or after each Quarterly Contract Anniversary.

If, on any Quarterly Contract Anniversary, the Contract Value equals zero prior to the deduction of any charges or fees, any remaining PBC will be waived.

**Premium Based Charge (PBC) Upon Full Surrender:** The Surrender Value as defined in the Contract or in any rider attached to the Contract will be reduced by the amount of any remaining PBC for all Purchase Payments as of the date of surrender.

**H Premium Based Charge (PBC) Upon Withdrawal:** A portion of any remaining PBC for all Purchase Payments will be deducted from the Contract Value at the time of withdrawal if total withdrawals in any Contract Year exceed the PBC Free Withdrawal Amount described in the Annual PBC Free Withdrawal Amount provision.

Prior to the [7<sup>th</sup>] anniversary of the Contract Date, this deduction is equal to (a) divided by (b), then multiplied by (c), where:

- (a) is the withdrawal amount above the PBC Free Withdrawal Amount;
- (b) is equal to (i) minus (ii), where:
  - (i) is the sum of all Purchase Payments still within the PBC Period; and
  - (ii) is the sum of all withdrawals above the PBC Free Withdrawal Amount; and
- (c) is equal to the amount of any of the remaining PBC for all Purchase Payments.

On or after the [7<sup>th</sup>] anniversary of the Contract Date, item (b) in the calculation above will be equal to the sum of all Purchase Payments still within the PBC Period.

If this deduction is taken, the dollar amount of each remaining quarterly PBC deduction will be reduced by the ratio of (a) divided by (b) above for the remainder of the PBC Period.

This deduction from the Contract Value at the time of withdrawal and the corresponding reduction of the remaining quarterly PBC deductions will not apply to the following:

- a. Any withdrawals of Contract Value during a Contract Year to the extent that the total Contract Value withdrawn during the current Contract Year does not exceed the Annual PBC Free Withdrawal Amount described below.
- b. Any conforming withdrawals or periodic income payments under the provisions of any living benefit rider attached to the Contract.
- c. Any long-term care benefit payments under the provisions of any long-term care benefit rider attached to the Contract.
- d. A surrender or withdrawal as a result of the “permanent and total disability” of the original Owner, as defined in section 22(e) of the Code. Permanent and total disability must occur subsequent to the Contract Date and prior to the 65<sup>th</sup> birthday of the disabled Owner.
- e. A surrender or withdrawal as a result of the diagnosis of a terminal illness of the original Owner. Diagnosis of the terminal illness must be subsequent to the Contract Date and result in a life expectancy of less than 12 months, as determined by a qualified professional medical practitioner.
- f. A surrender or withdrawal as a result of the admittance of the original Owner into an accredited nursing home or equivalent health care facility. Admittance in such a facility must be subsequent to the Contract Date and continue for 90 consecutive days prior to the surrender or withdrawal.
- g. A surrender or withdrawal as a result of the death of the Owner or Annuitant, provided the Annuitant has not been changed for any reason other than the death of a prior named Annuitant, unless a surviving spouse assumes ownership.
- h. Any portion of the Contract that is annuitized.

If any withdrawal (other than the exceptions noted above) would cause the remaining Surrender Value after the withdrawal to be less than the remaining PBC for all Purchase Payments, the withdrawal will be reduced by the amount necessary to deduct the remaining PBC and the Contract will terminate.

**Annual PBC Free Withdrawal Amount:** Prior to the 7<sup>th</sup> anniversary of the Contract Date, the PBC Free Withdrawal Amount available in any Contract Year is equal to the Free Withdrawal Amount used in the calculation of the CDSC.

On or after the 7<sup>th</sup> anniversary of the Contract Date, the PBC Free Withdrawal Amount available in any Contract Year is the greater of the Free Withdrawal Amount used in the calculation of the CDSC or the sum of (a) plus (b), where:

- (a) is the sum of all Purchase Payments outside of their PBC Period, reduced by withdrawals on a “first in-first out” (FIFO) basis; and
- (b) is any Earnings.

**Waiver of Premium Based Charge (PBC):** Any remaining PBC will be waived in the following situations:

- a. A surrender as a result of the death of the Owner or Annuitant, provided the Annuitant has not been changed for any reason other than the death of a prior named Annuitant. This waiver does not apply if a surviving spouse assumes ownership.
- b. The full annuitization of the Contract, other than election of income under any variable annuity payment option rider attached to the Contract. ]

**J VARIABLE ACCOUNT:**  
 [Lincoln Life Variable Annuity Account N]

**K [FIXED ACCOUNT:**  
**Minimum Guaranteed Interest Rate:**  
 Contract Years 1 through [6]: [1.75%]  
 Contract Years [7] and later: [3.00% ]

**L [The Fixed Subaccounts are:**  
 [1 - YEAR INITIAL GUARANTEED PERIOD]  
 [2 - YEAR INITIAL GUARANTEED PERIOD]  
 [3 - YEAR INITIAL GUARANTEED PERIOD]  
 [4 - YEAR INITIAL GUARANTEED PERIOD]  
 [5 - YEAR INITIAL GUARANTEED PERIOD]  
 [6 - YEAR INITIAL GUARANTEED PERIOD]  
 [7 - YEAR INITIAL GUARANTEED PERIOD]  
 [8 - YEAR INITIAL GUARANTEED PERIOD]  
 [9 - YEAR INITIAL GUARANTEED PERIOD]  
 [10 - YEAR INITIAL GUARANTEED PERIOD] ]

**MORTALITY AND EXPENSE RISK AND ADMINISTRATIVE CHARGE PRIOR TO THE ANNUITY COMMENCEMENT DATE:**

We assess a daily charge equal on an annual basis to the percentages shown of the average daily net asset value of each Variable Subaccount.

If, on the Contract Date, one of the below listed Death Benefit Option(s) has been selected, the Mortality and Expense Risk and Administrative Charge will be as indicated for the Death Benefit Option selected.

<b>M Death Benefit Option(s):</b>	<b>Charge:</b>
[- Contract Value Death Benefit:	0.80%]
[- Guarantee of Principal Death Benefit:	0.85%]
[- Enhanced Guaranteed Minimum Death Benefit:	1.10%]
[- Estate Enhancement Death Benefit:	1.30%]

**N MORTALITY AND EXPENSE RISK AND ADMINISTRATIVE CHARGE ON OR AFTER THE ANNUITY COMMENCEMENT DATE:** [0.80%]

**O TRANSFER REQUIREMENTS PRIOR TO THE ANNUITY COMMENCEMENT DATE:**

Transfers cannot be made during the first [30] days.

The amount being transferred may not exceed LNL's maximum amount limit then in effect.

LNL reserves the right to require a [30] day minimum time period between each transfer.

**P Maximum Number of Transfers:** [12] per Contract Year, excluding automatic DCA transfers. Transfers in excess of [12] per Contract Year must be authorized by LNL.

**Q Variable Account:**

**Minimum Single Transfer Amount from a Variable Subaccount:** The lesser of 1) [\$300]; or 2) the remaining amount in the Variable Subaccount.

**Minimum Transfer Amount to a Variable Subaccount:** [\$300]

**R [Fixed Account:]**

**[Minimum Single Transfer Amount to a Fixed Subaccount:** [\$2,000] ]

**[Minimum Single Transfer Amount to the DCA Fixed Account:** [\$2,000] ]

**[Minimum Single Transfer Amount from any Fixed Subaccount:** The lesser of 1) [\$300]; or 2) the remaining amount in the Fixed Subaccount. ]

**[Minimum Single Transfer Amount from the DCA Fixed Account:** The lesser of 1) [\$300]; or 2) the remaining amount in the DCA Fixed Account. This restriction does not apply to automatic DCA transfers. ]

**[Maximum Percentage Available for Transfer from any Fixed Subaccount:** For transfers on a date other than the Expiration Date of a Guaranteed Period, the sum of the percentages transferred from any Fixed Subaccount in any Contract Year, where the percentages are based upon the value of the Fixed Subaccount at the time of the current withdrawal, will be limited to [25%] of the value of the Fixed Subaccount. Such transfers will be subject to an Interest Adjustment.]

## **S WITHDRAWAL AND SURRENDER REQUIREMENTS:**

**Minimum Partial Withdrawal Amount:** [\$300]

**Contingent Deferred Sales Charge (CDSC):** [Withdrawals and/or surrenders will be subject to the CDSC. The CDSC is calculated separately for each Purchase Payment to which a charge applies. However, the Owner may withdraw up to the Free Withdrawal Amount during a Contract Year without incurring a CDSC. The remaining value will be subject to the CDSC.]

CDSC applies as follows:

Number of years since a  
Purchase Payment was  
deposited

[None  
At Least 1+]

CDSC as a percentage of the  
surrendered or withdrawn  
Purchase Payment

[1.0%  
0.0%]

**Waiver of Contingent Deferred Sales Charge (CDSC):** The withdrawal of a portion of the Contract Value or the surrender of this Contract prior to the Annuity Commencement Date may be subject to a CDSC, except that such charges do not apply to the following:

- a. Each withdrawal of the Free Withdrawal Amount.
- b. A surrender or withdrawal as a result of the “permanent and total disability” of the original Owner, as defined in section 22(e) of the Code. Permanent and total disability must occur subsequent to the Contract Date and prior to the 65<sup>th</sup> birthday of the disabled Owner.
- c. A surrender or withdrawal as a result of the diagnosis of a terminal illness of the original Owner. Diagnosis of the terminal illness must be subsequent to the Contract Date and result in a life expectancy of less than 12 months, as determined by a qualified professional medical practitioner.
- d. A surrender or withdrawal as a result of the admittance of the original Owner into an accredited nursing home or equivalent health care facility. Admittance in such a facility must be subsequent to the Contract Date and continue for 90 consecutive days prior to the surrender or withdrawal.
- e. A surrender or withdrawal as a result of the death of the Owner or Annuitant, provided the Annuitant has not been changed for any reason other than the death of a prior named Annuitant. This waiver does not apply if a surviving spouse assumes ownership.
- f. The annuitization of the Contract.

If a non-natural person is the Owner of the Contract, the Annuitant or Joint Annuitant will be considered the Owner of the Contract for purposes of this provision.

**T Annual Free Withdrawal Amount:** The Free Withdrawal Amount available in any Contract Year is the greater of:

- a. [10%] of the Contract Value, where the percentages are based upon the Contract Value at the time of the current withdrawal, to the extent that, during a Contract Year, the sum of the percentages of the Contract Value withdrawn does not exceed this [10%] maximum; or
- b. [10%] of the total Purchase Payments, where the percentages are based upon the total Purchase Payments to the Contract at the time of the current withdrawal, to the extent that the sum of the percentages of the Purchase Payments withdrawn does not exceed this [10%] maximum.

The Free Withdrawal Amount does not apply to a surrender of this Contract.

For purposes of calculating the CDSC on withdrawals, LNL assumes that:

- a. The Free Withdrawal Amount will be withdrawn from Purchase Payments on a “first in-first out” (FIFO) basis.
- b. Prior to the [1st] anniversary of the Contract Date, any amount withdrawn above the Free Withdrawal Amount during a Contract Year will be withdrawn in the following order:
  1. from Purchase Payments (FIFO) until exhausted; then
  2. from Earnings until exhausted.
- c. On or after the [1st] anniversary of the Contract Date, any amount withdrawn above the Free Withdrawal Amount during the Contract Year will be withdrawn in the following order:
  1. from Purchase Payments (FIFO) to which a CDSC no longer applies until exhausted; then
  2. from Purchase Payments (FIFO) to which a CDSC still applies until exhausted; then
  3. from Earnings until exhausted.]

**DEATH BENEFIT REQUIREMENTS PRIOR TO THE ANNUITY COMMENCEMENT DATE:**

The Owner may select a Death Benefit Option to be effective as of the Contract Date. If no Death Benefit Option is selected, the Guarantee of Principal Death Benefit will be the Death Benefit Option effective as of the Contract Date.

**U ANNUITY PAYMENT REQUIREMENTS:**

**Determination of the First Annuity Payment Date:**

For 100% Fixed Annuity Payment, the Annuity Payment Date must be at least 30 days after the Annuity Commencement Date. If any portion of the annuity payment will be on a variable basis, the Annuity Payment Date will be 14 days after the Annuity Commencement Date. The Annuity Unit value, if applicable, and Contract Value used to effect annuity payments will be determined as of the Annuity Commencement Date.

**Minimum Annuity Payment Amount:** [\$50]

**Minimum Guaranteed Interest Rate for the Fixed Annuity Payment:** [3.0%]

**Assumed Investment Rate for the Variable Annuity Payment:** [Between 3% and 6%]

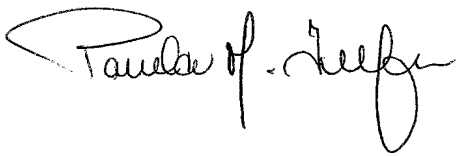
**ARKANSAS**

**CERTIFICATE OF COMPLIANCE**

***The Lincoln National Life Insurance Company***

**Re: 30070-B-CD (8-11) – Individual Variable Annuity Contract Specifications pages**

To the best of my knowledge and belief, the policy form listed above complies with the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

A handwritten signature in black ink, appearing to read "Pamela M. Telfer". The signature is fluid and cursive, with a large initial "P" and a long, sweeping underline.

Pamela M. Telfer, VP  
Product Compliance & State Filing

Date: 4/27/2011